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INC. dba AMERICAN EAGLE ROOFING

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

MR. ROOF AND SOLAR, INC. dba
AMERICAN EAGLE ROOFING, a California
corporation,

Plaintiff,

v.

SEQUOIA ROOFING AND
CONSTRUCTION, a California corporation;
TYLER ANDERSON, an individual;
ROBERT WILLIAMS, an individual,

Defendants.

Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff, Mr. Roof and Solar Inc., doing business as American Eagle Roofing (“American Eagle Roofing” or “Plaintiff”), by and through its undersigned counsel, for its Complaint against Defendants Sequoia Roofing & Construction (“Sequoia”), Tyler Anderson (“Anderson”) and Robert Williams (“Williams”) (collectively, “Defendants”), alleges as follows:

INTRODUCTION

1. This action arises from Defendants’ willful infringement of Plaintiff’s copyrighted construction contract, a core element of Plaintiff’s business strategy and success, in violation of the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.* Defendants, including former trusted

1 employees of Plaintiff, unlawfully copied and misappropriated Plaintiff's carefully developed and
2 copyright-protected original contract terms and provisions to gain an unfair competitive advantage
3 in the construction market. This misconduct was not only unauthorized but strategic, as
4 Defendants leveraged Plaintiff's proprietary materials to target the same customer base in the
5 same geographic region, resulting in substantial harm to Plaintiff's competitive position.

6 2. Defendants Anderson and Williams are former employees of Plaintiff. By
7 reproducing Plaintiff's original content without authorization and using it for their own benefit,
8 Defendants have undermined the fairness of competition in the industry and violated Plaintiff's
9 rights. Through this action, Plaintiff seeks to vindicate its intellectual property rights, protect its
10 competitive interests, and obtain redress for the significant harm caused by Defendants'
11 intentional and egregious actions. Plaintiff accordingly seeks injunctive relief, damages,
12 disgorgement of profits, restitution, and any further relief this Court deems just and proper.

13 **PARTIES**

14 3. Plaintiff Mr. Roof and Solar Inc. is a corporation organized and existing under the
15 laws of the State of California, with its principal place of business in El Dorado County,
16 California, and does business as American Eagle Roofing.

17 4. Defendant Sequoia Roofing & Construction, Inc. is a California corporation with
18 its headquarters in Shingle Springs, El Dorado County, California.

19 5. Defendant Tyler Anderson is an individual residing in California and a former
20 employee of American Eagle Roofing, now employed by Sequoia.

21 6. Defendant Robert Williams is an individual residing in California and a former
22 employee of American Eagle Roofing, now employed by Sequoia.

23 7. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
24 times, each Defendant was the agent, servant, employee, and/or representative of each of the other
25 Defendants and personally participated in the actions complained of herein, and in doing the acts
26 herein alleged was acting within the course and scope of such agency, service, employment, or
27 representation, with the knowledge, permission, consent, authorization, and/or ratification of each
28 of the other Defendants.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a) because the action arises under the Copyright Act, 17 U.S.C. § 101 *et seq.*

9. Venue is proper in this Court under 28 U.S.C. § 1391(b) because all Defendants reside in the Eastern District of California, and the acts giving rise to this action occurred in this judicial district.

GENERAL ALLEGATIONS

10. Plaintiff Mr. Roof and Solar, Inc., doing business as American Eagle Roofing, operates contracting business that provides construction services and relies on a custom construction contract, the valid copyright for which has been registered under the United States Copyright Act at the Library of Congress. A copy of the copyright registration is attached hereto as Exhibit A. Plaintiff is the owner of the valid copyright.

11. Plaintiff's contract terms incorporate provisions that are unique and original.

12. Plaintiff entrusted Defendants Tyler Anderson and Robert Williams with positions of significant responsibility and trust within Plaintiff American Eagle Roofing. As part of their roles, Anderson and Williams were given access to Plaintiff's custom construction contract, including detailed knowledge of its terms and structure. Plaintiff shared these contract terms with Anderson and Williams in good faith, relying on their loyalty to uphold the integrity of Plaintiff's business and to protect its copyrighted materials.

13. Defendants Anderson and Williams violated the trust placed in them by Plaintiff when, in 2023, they terminated their employment with American Eagle Roofing and eventually went into direct competition with Plaintiff through their employment with Sequoia Roofing & Construction, and began using a contract that copies substantial portions of Plaintiff's original contract language.

14. The infringing contract Defendants utilize contains substantial portions of content that are virtually identical to, and/or strikingly similar to, original content in Plaintiff's copyrighted contract. Defendants' contract copies and reproduces, without authorization, Plaintiff's unique original language, formatting, and organization of terms.

1 15. A side-by-side comparison of Plaintiff's copyrighted contract with the infringing
2 contract used by Defendants reveals striking similarities that go beyond mere coincidence,
3 confirming that Defendants' contract is directly copied from Plaintiff's work. These similarities
4 include verbatim language in key sections, identical clause structures, and the replication of
5 specific phrases and formatting unique to Plaintiff's original work. The extent and precision of
6 these similarities clearly demonstrate that Defendants' contract was copied from Plaintiff's
7 contract rather than developed independently.

8 16. The striking similarities between the two contracts establish that Defendants had
9 access to and used Plaintiff's copyrighted materials without permission, further indicating willful
10 infringement. Defendants knew that their acts infringed Plaintiff's copyright, and the Defendants
11 acted with reckless disregard for, or willful blindness to, Plaintiff's rights.

12 17. Defendants are now leveraging Plaintiff's copyrighted terms to attract clients,
13 including some of Plaintiff's existing and potential customers. Defendants are reproducing
14 Plaintiff's copyrighted work, preparing derivative works based upon Plaintiff's copyrighted work,
15 and distributing copies of Plaintiff's copyrighted work all without authorization. As a result of
16 Defendants' conduct, Plaintiff's exclusive rights under the Copyright Act have been violated,
17 causing ongoing harm to Plaintiff's business interests and competitive position.

18 18. While copying Plaintiff's copyrighted contract without authorization, Anderson and
19 Williams are wrongfully targeting the same customer base in the same geographic region as the
20 infringing contract. Each of the defendants had directly benefitted financially from the infringing
21 activity.

22 19. The actions of Defendants in copying and utilizing Plaintiff's copyrighted contract
23 terms are willful and have caused Plaintiff substantial harm and constitute a direct infringement of
24 Plaintiff's exclusive rights under the Copyright Act.

25 20. Plaintiff is informed and believes, and based thereon alleges, that all actions taken
26 by Defendants Tyler Anderson and Robert Williams in copying and utilizing Plaintiff's
27 copyrighted contract terms were performed within the course and scope of their employment with
28 Sequoia Roofing & Construction.

FIRST CLAIM FOR RELIEF

(Copyright Infringement - 17 U.S.C. § 101 *et seq.* Against All Defendants)

21. Plaintiff incorporates by reference each and every allegation in the preceding paragraphs.

22. Plaintiff holds a registered copyright in its construction contract, which contains original content and is entitled to protection under the Copyright Act, a copy of which is attached to this Complaint as Exhibit A.

23. Defendants have infringed Plaintiff's copyright by copying, using, distributing, and preparing derivative works based on Plaintiff's copyrighted contract terms in connection with their business operations at Sequoia Roofing & Construction, Inc.

24. As a direct and proximate result of Defendants' infringing activities, Plaintiff has suffered and will continue to suffer damages, and Defendants have been unjustly enriched and profited from the infringing activity. Plaintiff is entitled to recovery for damages, Defendants' profits attributable to the infringement, injunctive relief, restitution, and other equitable remedies to prevent further injury and to restore Plaintiff's rights. Defendants' unauthorized use of Plaintiff's proprietary contract terms has caused and will continue to cause irreparable harm to Plaintiff's business, including the loss of competitive advantage, goodwill, and market opportunities, none of which can be adequately remedied through monetary damages alone. Plaintiff seeks a preliminary and permanent injunction to prevent Defendants from further infringing its copyright-protected construction contract.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

A. Judgment in favor of Plaintiff and against Defendants;

B. For a preliminary and permanent injunction restraining Defendants and their agents, employees, and representatives from further willfully infringing Plaintiff's copyrighted work;

C. For damages;

D. For restitution and disgorgement of all profits Defendants derived from their

wrongful acts;

E. For costs and attorneys' fees; and,

F. For such other relief as the Court deems just and proper.

DATED: February 12, 2025

DOWNEY BRAND LLP

By:



MICHAEL J. THOMAS

Attorneys for Plaintiff MR. ROOF AND SOLAR,
INC. dba AMERICAN EAGLE ROOFING

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

DATED: February 12, 2025

DOWNEY BRAND LLP

By:



MICHAEL J. THOMAS

Attorneys for Plaintiff MR. ROOF AND SOLAR,
INC. dba AMERICAN EAGLE ROOFING

DOWNEY BRAND LLP

EXHIBIT A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Shirley Perlmutter

United States Register of Copyrights and Director

Registration Number

TX 9-443-912

Effective Date of Registration:

November 12, 2024

Registration Decision Date:

November 13, 2024



Title

Title of Work: Construction Contract

Completion/Publication

Year of Completion: 2022

Date of 1st Publication: August 25, 2022

Nation of 1st Publication: United States

Author

- Author:** Mr. Roof & Solar Inc.
Author Created: text
Work made for hire: Yes
Citizen of: United States

Copyright Claimant

Copyright Claimant: Mr. Roof & Solar Inc.
4261 Sunset Lane, Suite 102, Shingle Springs, CA, 95682, United States

Limitation of copyright claim

Material excluded from this claim: text

New material included in claim: text

Rights and Permissions

Organization Name: Mr. Roof & Solar Inc.
Name: Steve Riley
Email: steve@thetmcfamily.com
Telephone: (916)671-2915
Address: 4261 Sunset Lane, Suite 102
Shingle Springs, CA 95682 United States

Certification

Name: Ellen J. Tenud

Date: November 12, 2024

Applicant's Tracking Number: 47482.0

Correspondence: Yes